

PENDLETON COUNTY FISCAL COURT
August Term, August 25, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Fogle, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting. And ask that Item 12 be replaced with Recreation Commission Agreement. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, presented a written report from the Fiscal Court meeting of August 11, 2009. Squire Wells made a motion to accept the minutes as presented, seconded by Squire Fogle, motion carried.

In Re: Approval of Treasurer’s Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of July at the Fiscal Court meeting of August 11, 2009. Squire Whaley made a motion to accept the treasurer’s report as presented, seconded by Squire Veirs, motion carried.

In Re: Knoxville-Gardenersville Bridge

Judge Bertram presented and read a resolution declaring the washed out Knoxville-Gardenersville bridge an emergency so that the replacement could be started as soon as possible. Squire Whaley made a motion to approve this resolution, seconded by Squire Fogle, motion carried.

RESOLUTION _____

PENDLETON COUNTY KENTUCKY

A RESOLUTION OF AND BY THE PENDLETON COUNTY FISCAL COURT AND JUDGE/EXECUTIVE DECLARING A COUNTY BRIDGE EMERGENCY SO AS TO REPLACE A WASHED OUT COUNTY BRIDGE ON KNOXVILLE-GARDENERSVILLE ROAD AS SOON AS POSSIBLE

WHEREAS, a bridge was washed out on the Knoxville-Gardenersville Road during a heavy rain storm on the evening of July 30, 2009, and

WHEREAS, the Knoxville-Gardnersville Road is a heavily traveled commuter route for the citizens of the Northwest portion of Pendleton County, and

WHEREAS, it is imperative that the bridge be replaced as soon as possible in order to protect and accommodate the county school busses, traveling public and to prevent possible injuries or loss of life.

NOW THEREFORE BE IT RESOLVED the Pendleton County Judge/Executive along with the Pendleton County Fiscal Court does hereby, through this resolution declare an emergency that will allow for the most expedient and cost effective manner for replacing the washed out bridge on Knoxville-Gardenersville Road.

Done this _____ day of _____, 2009 at a regular
scheduled Pendleton County Fiscal Court meeting

Henry W. Bertram
Pendleton County Judge/Executive

Vicky King
Pendleton County Fiscal Court Clerk

Date

Date

In Re: Agreement with E & H Bridge to Purchase Steel Bridge Deck

Judge Bertram presented an agreement with E&H Bridge and Grating, Inc to replace the Knoxville-Gardenersville Bridge. Squire Whaley made a motion to accept the agreement as presented, seconded by Squire Veirs, motion carried.

9-08-24 22:41 MARTIN HON 18124323374 >> 859 654 5047 P 1/1

PH: (812) 797-9230
PH: (812) 275-7720

**E & H
BRIDGE and GRATING, INC.**

1 LAVENDER LANE - BEDFORD, INDIANA 47421

PH: (812) 279-2308
FAX: (812) 275-6369
SHOP: (812) 277-8343

PROPOSAL SUBMITTED TO
Pendleton County Highway Dept.

PROJECT
Courthouse Square

CITY/STATE/ZIP CODE
Albany, KY. 41040

DATE
7/31/09

JOB NAME

JOB LOCATION

JOB PHONE

DATE OF PLANS

Job Description

All Steel Bridge

Length 70'
Width 14'
Steel Beams
Diaphragms
Lookouts
Bearing Plates
Assembly Hardware
Metal Grid Deck 4"
A-588 Steel
Guard Rail w
Post Gal.
Design
Delivered

Total (Estimated) Cost-----\$72,126.90

Engineering Included in Price Above
for Superstructure, and Abutments
per County's Instructions. Also E & H
understands the Bridge will
overflow.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Seventy Two Thousand One Hundred Twenty Six and 90/100 DOLLARS (\$ 72,126.90)

All material is guaranteed to be as specified. All work to be completed in a workman-
like manner according to standard practices. Any alteration or deviation from above
specifications involving extra costs will be executed only upon written orders, and will
become an extra charge over and above the estimate. All agreements contingent upon
strikes, accidents or delays beyond our control. Owner to carry fire, tornado and neces-
sary insurance. Our workers are fully covered by Workman's Compensation Insurance

A Unexecuted
Signature *[Signature]*
NOTE: This proposal may be withdrawn
by us if not accepted within 30 days.

We Accept The above prices, specifications and conditions
are satisfactory and are hereby accepted. You are authorized to do the
work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____
Signature _____
Signature _____

2009-08-24 16:03

Page 1

In Re: Rental Agreement with Bonar Apartments to House Additional Ambulance Personnel

Judge Bertram presented the court with a rental agreement between the Fiscal Court and Bonar apartments for Apartment 6 in the Homesite Building for a six month period. Squire Wells made a motion to accept the Rental Agreement as presented, seconded by Squire Fogle, motion carried.

Rental Agreement

For Apartment Number 6 of Homesite Buildings

Located at 215 N. Liberty St. Falmouth Ky. 41040

Leased by Fiscal Court for 6 Months and _____ days from September 1, 2009
Until March 1, 2010 for the sum of \$1500.00 to be paid in the accordance with the terms of this agreement.
This lease will remain in full effect as long as you are a resident of the apartment, unless this agreement is
terminated by the procedures set forth herein. This rental agreement is entered into with you subject to the
following conditions:

1. **Payment:** Rent in full is to be paid by check or money order only, in monthly installments of \$ _____ due
no later than the first day of each month, and will not be refunded under any circumstances. Failure to pay
monthly rent on or before the due date constitutes a breach of the agreement. There will be a .05% per day
late charges, at the option of the management.

2. **Default:** Should the tenant breach this agreement for any reason, the landlord as its option may declare this
to be a default in the lease agreement. Should such a default be declared, then the entire rental sum will then
become due and payable to the landlord, as opposed to being payable in monthly installments. A default may
be declared in the following manner: The landlord shall inform the tenant by leaving written notice of default at
the tenant's apartment. Failure to declare a default by the landlord for a breach of this agreement by the tenant
shall not constitute a waiver of this provision.

3. **Utilities:** The management will pay the following: Water & Sewerage
All other utilities shall be the responsibility of the resident.

4. **Use:** The resident shall use the apartment only as a private dwelling and will not allow the apartment or the
grounds of the apartment complex to be used for any unlawful purpose or in any noisy, boisterous manner, or
commit other acts which may be offensive to any other resident. The resident and management agree to comply
with all laws, ordinances, statutes and regulations of any duly constituted government authority having
jurisdiction thereof. The resident agrees not to rent, sublet or in any way assign the right to reside in his/her
apartment or any portion thereof without the prior written consent of the management. The resident agrees
to maintain the apartment in a clean, orderly and sanitary condition for the term of his/her residence.
The resident's failure to comply with any part of this section constitutes a breach of this agreement, at the
management's option.

5. **Liability:** The resident agrees to exercise due care in the use of the premises and also agrees that the
appliances, fixtures and accessories are under his control, and therefore, the management is not liable to the
resident, his guests or servants for any damages, whether to his or their person or property, caused by the
electric or water systems or the failure of those or any other fixtures. Management will perform necessary
repairs and maintenance upon notice by the resident. Management will not be held liable for any condition of
the apartment, appliances, the grounds around the apartment, or any acts committed by the agents, servants,
independent contractors employed by the management that result in the injury of damage to the resident,
his invitees, or guests. All personal property placed anywhere on the premises, including motor vehicles, shall
be at the resident's risk of the persons owning such property. Management will not be held liable for damages,
whether to his or their person or property, caused by any insects, small animals or pests of any kind that may
cause any infectious diseases. Clean-up or removal of such insects, small animals or pests of any kind shall
be at the expense of the resident to the satisfaction of the management. Failure to provide clean-up or removal
shall be considered a breach of the previously signed rental agreement, at the management's option.

T - d

6. **Maintenance:** The resident will be responsible for proper use of all equipment in the apartment. Any damage caused by the turning off of the furnace will be the resident's responsibility. Abuse of any equipment serving the apartment which results in a service call, will be at the expense of the resident. Any such sum shall be payable to the management upon the delivery of a statement to the resident, and if the sum shall not be paid by the resident within ten (10) days thereafter, the said sum shall become so much additional rent for the succeeding month, payable with the installment of rent next due and collectible as such. Failure of payment shall be considered a breach of this agreement, at the management's option.

7. **Right of Entry:** The management reserves the right to enter the apartment at all reasonable times for inspection and maintenance purposes. Whenever practical, the management will give the resident twenty-four (24) hours written notice.

8. **Pets:** No pets or animals will be kept except with the management's prior written consent. When such consent is given, it shall be by a written addendum to this agreement; and a pet deposit will be required, plus an additional monthly charge.

9. **Right to Exhibit:** During the thirty (30) day period prior to the termination of this agreement, the management shall have the right to exhibit the resident's apartment at reasonable times to prospective residents.

10. **Security Deposit:** The amount of the security deposit is \$ NONE. The security deposit is at no time to be applied as rent and shall be refunded only upon the termination of this agreement, as defined below. Should damages to the premises exceed the deposit, the resident agrees to reimburse the management for such excess. The resident covenants and agrees that the said premises are in good repair and the resident will deliver up and surrender the said premises to the management in similar order and repair. (Management has up to thirty (30) days for Security Deposit Returns)

11. **Termination of Agreement:** The security deposit shall be refunded, less any retained amount specified, only upon the termination of this agreement at the end of the original rental period. And only if notice in writing of termination has been given thirty (30) days prior to the periodic rental payment date, which is the first of every month; the keys are returned to the management, the premises are found. Upon inspection, to be in a clean and orderly condition with no damage (ordinary wear and tear expected). A cleaning charge will be assessed when the management must clean the apartment. This will be deducted from the security deposit. In the event that the terms of this agreement are breached, the security deposit may be applied towards any rental payments that may be due or become due thereafter.

12. **Increase of Rents:** The management and the resident agree that the management may increase the rent stipulated above by giving a written notice to the resident. The increase would become effective thirty (30) days after such notice. In the event of rent increase, all of the terms and conditions of this agreement will remain in full force and effect, however, at the option of the resident this lease may be canceled by the resident, within thirty (30) day notice, by following the procedures set forth herein for the termination of the lease.

Keys: Failure to return keys upon vacating the apartment will result in a charge of thirty-five dollars (\$35.00) per key. This charge is necessary to cover labor and parts to replace locks and keys. The tenant shall be responsible for all rental payments and electric bills until the keys have been turned in. The resident has been provided with one key.

Miscellaneous: It is understood that this lease is a complete and fully integrated expression of the terms and conditions of this agreement and there are no verbal promises of understandings and pertaining to this contract.



1 - d

Other than those specified in this agreement. This agreement shall be construed consistently with all the laws and public policies; if, and only to the extent that any court competent jurisdiction determines that it is possible to so construe any provision of this agreement and consequently holds that provision to be invalid, then such holding shall in no way effect the validity of any other provisions of this agreement. The resident agrees that, upon breach of this agreement, of the rules and regulations now and hereafter in effect, the management may terminate this lease and require the resident to surrender possession of the apartment to the management upon giving the resident three (3) days written notice. The resident hereby waives all other notices required by the laws of the State which may be waived and having rights to our right of possession. In case of defaulting on any covenant or condition herein by the resident, the management may resume possession of the premises and elect the same for the remainder of the term at the best rent he can obtain for the account of the resident, who shall be liable for any deficiency. Resident shall pay any and all costs including attorney fees in connection with any action by Management to remove Resident or recover possession of the premises for violation of this lease.

Receipt of \$ _____ for apartment number _____ representing the following charges, is hereby acknowledged and all additions made a part of this agreement are noted.

Pro-rates partial Rent.
First Months Full Base Rent
NONE Security Deposit
NONE Pet Clause
Other: _____

450.00 Total Rent and Deposits Charged.

ACCEPTED:

Resident _____

Management _____

Resident _____

Date Aug 11 2009

Location _____

Company SLM

Legal Entity _____

CAUTION:
YOUR SIGNATURE ON THIS LEGAL DOCUMENT INDICATES THAT YOU HAVE READ AND UNDERSTOOD ITS CONTENTS AND AGREE TO ABIDE BY ITS CONDITIONS.



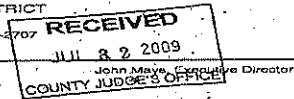
1 - d

In Re: Approve Contract with NKADD Dealing With Bill Mitchell's Position

Judge Bertram presented the court with a copy of the FY 2009-2010 Pendleton County Community Development position contract. Squire Veirs made a motion to accept the contract as presented, seconded by Squire Whaley, motion carried.



NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT
22 SPIRAL DRIVE / FLORENCE, KENTUCKY 41042
PHONE (859) 283-1805 / FAX (859) 283-8176 / TDD (859) 282-2707
www.nkadd.org



July 22, 2009

Henry Bertram, Judge Executive
Pendleton County Fiscal Court
233 Main Street
Falmouth, Kentucky 41040

Judge Bertram:

Enclosed, please find the FY2009/10 Pendleton County Community Development Position contract, as it relates to the Pendleton County Fiscal Court. The amount of this year's contract remains the same as last year, \$24,750.

Please review and sign the enclosed contract, and return to our office. We will then send you a copy of the fully executed contract. Should you have any questions, or would like to discuss this position and/or contract, please do not hesitate to contact me at your convenience.

We look forward to continuing to work with you this year.

Thank you.

Sincerely,

Lisa S. Cooper
Division Coordinator
Development and Public Administration

SERVING BOONE, CAMPBELL, CARROLL, GALLATIN, GRANT, KENTON, OWEN, PENDLETON COUNTIES



AGREEMENT TO PROVIDE

PROFESSIONAL AND PERSONAL SERVICES

This Agreement, by and between, Pendleton County Fiscal Court (hereinafter referred to as the "First Party") and the Northern Kentucky Area Development District, a public agency of the Commonwealth of Kentucky, (hereinafter referred to as the "Second Party"), as follows:

WHEREAS, the First Party seeks to obtain the personal and professional services necessary to complete the activities described herein; and

WHEREAS, the Second Party has the capability to provide the personal and professional services to complete the activities described herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations to the parties herein set forth, each of them does hereby covenant and agree with the other as follows:

Section 1.01. Employment of Second Party. The First Party hereby retains the Second Party as an independent contractor to perform the professional and personal services as herein provided.

Section 1.02. Second Party Independent Contractor. The Second Party acknowledges that he is not an agent, servant or employee of the First Party and will not hold himself out as such.

Section 2.01. Services. The Second Party shall perform the duties, services and functions particularly described in the exhibit attached hereto and captioned "Scope of Work Statement" (hereinafter referred to as "Work Statement") and same is incorporated herein as if fully written and is a material term and condition of this Agreement.

Section 2.02. Method of Performance. All services rendered by the Second Party shall be in conformity with accepted and customary practices and standard of comparably qualified

individuals holding themselves out as possessing the qualifications of the Second Party. Any documentary material submitted to First Party shall be in form and content in compliance with this Agreement and in conformity with accepted standards of the Second Party's profession. All services are to be rendered in a timely fashion.

Section 2.03. Performance Instructions. In addition to the requirements provided for in Section 2.02, Second Party will perform all services in a manner as may be provided in the Work Statement. If Second Party determines that a conflict exists in delivering services under Sections 2.02 or 2.03, such conflict must be fully explained to First Party in writing prior to the rendering of the services.

Section 3.01. Compensation. For the services rendered herein, the Second Party shall be entitled to a fee of twenty-four thousand seven hundred fifty dollars (\$24,750.00). Second Party shall not be entitled to reimbursement for expenses in performing any services or providing any documents unless specifically provided in the Work Statement.

Section 3.02. Maximum Compensation. Second Party acknowledges that the fee for his services shall not exceed the sum of \$24,750.00, and that in no event will First Party be liable to compensate Second Party in excess of this amount.

Section 4.01. Term. Unless a different provision is stated in the Work Statement, Second Party shall commence the performance of its services on July 1, 2009 and its services shall terminate on June 30, 2010.

Section 4.02. Early Termination. This Agreement shall terminate prior to completion as provided in Section 4.01 in the event (a) that the funds necessary for compensation of Second Party are unavailable as determined by First Party; or (b) by termination by First Party on five (5) days

written notice for whatever reason. Written notices need not state reason and is effective upon mailing to Second Party by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein. The Second Party will cease the rendering of all services upon receipt of notice or receipt of knowledge of termination, whichever is earlier, and will immediately complete all services in progress in order to turn over or return all documents, etc., to First Party.

Section 4.03. Pro-Rata Compensation. If the services to be rendered by Second Party are not completed as provided by the Work Statement and Section 4.01, First Party shall pay Second Party that portion for services rendered of the total contract price, which bears the same ratio as services performed to the total services contracted for, less any payments already made. If, on the effective date of the termination by notices for reasons other than provided in Section 4.02(a), less than sixty (60) percent of the services covered by this Agreement have been performed, the Second Party shall be further reimbursed for the out-of-pocket expenses incurred by the Second Party, which are directly attributable to the uncompleted portion of the services herein.

Section 4.04. Failure of Second Party to Perform. If Second Party shall fail to fulfill, in a timely and proper manner, the duties, services, functions, obligations or covenants of this Agreement, the First Party may terminate this Agreement by giving written notice by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein, no earlier than forty-eight (48) hours before the effective date of such termination. This notice shall state reasons for termination.

Section 4.05. Damages. If this Agreement is terminated under provisions of Section 4.04, Second Party agrees to reimburse First Party, upon demand, for any losses or expenses incurred to complete project through whatever method as well as any incidental or consequential damages.

Section 5.01. Ownership of Reports. Any reports, information, data, studies, surveys, or other

materials prepared or gathered by the Second Party under this Agreement shall be the Property of the First Party. All reports, and other documents, completed as a part of this Agreement, other than documents exclusively for internal use by the First Party shall carry a notation on the front cover of the title page, as required in the Work Statement.

Section 5.02.Copyrights. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The First Party has unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 5.03.Ownership of Reports Upon Termination. In the event of termination of the Agreement, all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Second Party under this Agreement, shall, at the option of the First Party, become its property.

Section 5.04.Inspection of Reports. At any time during normal business hours and as often as the First Party deems desirable, the Second Party shall make available to First Party, all of its records with respect to matters covered by this Agreement, whereupon the first party shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matter covered by this Agreement.

Section 5.05.Confidentiality. Any reports, information, data given to or prepared or assembled by the Second party under this contract which the First Party requests to be kept confidential shall not be made available to any individual or organization by the Second Party without the prior written approval of the First Party.

Section 6.01.Addresses of Notices and Communications.

Henry Bertram	John Mays, Executive Director
Pendleton County Judge/Executive	Northern Kentucky Area Development District
233 Main Street	22 Spiral Drive
Falmouth, KY 41040	Florence, KY 41042

Section 7.01.Non-Discriminatory Practices. The Second Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Second Party shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Second Party agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The Second Party will in all solicitations or advertisements for employees, placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Second Party will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, so that such provisions will be binding upon each sub-contractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- (a) The Second Party shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the appropriate state and/or Federal agencies may require.

(b) The Second Party agrees to comply with such rules, regulations or guidelines as the appropriate state and/or federal agencies may issue to implement these requirements.

Section 7.02.Conflicts of Interest. No officer, member or employee of the First Party and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested or have any personal or pecuniary interest direct or indirect, in this Agreement or the proceeds thereof.

Section 7.03.Exclusive Performance. The Second Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Second Party, further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 7.04.Governmental Involvement. No members of, or delegate to the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefits to arise here from.

Section 8.01.Non-Assignability. The Second Party shall not assign any interest in this Agreement, and shall not transfer any interest in the same; provided, however, that claims for money due to the Second Party from the First Party under this Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such

6

assignment or transfer shall be furnished promptly to the First Party.

Section 9.01.Amendments. The First Party may, from time to time, require changes in the Work Statement of the Second Party to be performed hereunder, Such changes, including any increase or decrease in the amount of the Second Party's compensation, which are mutually agreed upon by and between the First Party and the Second Party, shall be incorporated in written amendments to this agreement.

IN WITNESS HEREOF, the First Party, by its authorized agent and the Second Party, by its Executive Director and each warranting their authority to execute this Agreement on behalf of their principal, hereto set their hands to this Agreement on this, the 20th day of July, 2009.

FIRST PARTY:
PENDLETON COUNTY

JUDGE/EXECUTIVE

ATTEST:

SECOND PARTY:
NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

John Mays

EXECUTIVE DIRECTOR

ATTEST:

John Mays

SCOPE OF WORK

7

STATEMENT

- A.
1. Provide technical area of Community assistance to the Pendleton County Fiscal Court in the Development as follows:
- Work with Fiscal Court to identify community projects.
 - Facilitate project development.
 - Coordinate public participation requirements as appropriate for projects.
 - Explore financial resources available.
 - Act as a liaison to federal and state agencies.
 - Where appropriate, package requests for financial assistance.
- Community Development projects may include water, wastewater, housing, community facilities and other projects identified by Fiscal Court.
2. Submit quarterly Progress Reports to Judge/Executive.
3. Attend Fiscal Court meetings on an as needed basis.
- B. Compensation
- Lump sum of \$24,750.00
- C. Method of payment:
- Invoices quarterly.

6

Community Development Position

Subject: Community Development Position
From: "Cooper, Lisa" <lisa.cooper@nkadd.org>
Date: Thu, 23 Jul 2009 11:07:35 -0400
To: "zzzz Board Member - Bertram, Henry" <pendjud@fuse.net>
CC: "Mitchell, Bill" <bill.mitchell@nkadd.org>, "Mays, John" <john.mays@nkadd.org>, "Schrage, Robert" <robert.schrage@nkadd.org>

Judge Bertram ~ per our conversation, please find below the proposed breakdown of funding for the Pendleton County Community Development position for FY09/10. Please let me know if you have any questions, or would like to discuss further any or all of the line items in this proposal.

Local Contributions:
Pendleton County Fiscal Court \$24,750
City of Falmouth \$18,500
City of Butler \$1,500
East Pendleton Water District \$4,500
Pendleton County Water District \$4,500

Grant Administration Funds for FY09/10:
Williamstown Lake Grant (State) \$25,000*
North Pendleton KIA \$27,500**

*The Williamstown Lake Grant (State) is anticipated funding, however a contract has not been received or executed with the State.
** The North Pendleton KIA is anticipated funding, however a contract has not been received or executed with the State. The administration fees for the North Pendleton KIA have been put in place to cover shortfalls from the budget for the position for FY 08/09 and anticipated shortfalls in FY09/10. The budget for FY 08/09 was \$75,000 for all funds. To date, NKADD has received \$53,750. The difference of \$21,250 comes from the requested and agreed upon contributions from the City of Falmouth for FY08/09 (\$6,250) and budgeted Administration Fees from Williamstown Lake (Federal) (\$15,000). It also includes an additional \$6,250 to cover the difference between the contract amount and the necessary local contribution for the City of Falmouth for FY 09/10, for a total of \$27,500. The \$27,500 amount represents a 5.5% administration fee for one year (\$500,000) of a \$1,025,000 grant.

Thank you,
Lisa

Lisa S. Cooper
Development and Public Administration Coordinator
Northern Kentucky Area Development District
859/283-1885
lisa.cooper@nkadd.org

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.375 / Virus Database: 270.13.25/2256 - Release Date: 07/23/09 06:02:00



Cust#
43

Invoice #
3112-001

Date
03/26/2009

CITY OF FALMOUTH
ATTN: TERRY ENGLAND, CLERK/TREAS.
230 MAIN STREET
FALMOUTH, KY 41040

Description	Amount
Qtrly Admin Fee-3rd Qtr FY09 & adtl for 1 & 2 qtrs Per Signed Contract	7,750.00

for 3rd & 4th Quarter

9250.00

Pd Inv. 3039-001

for 9250.00 - This is for the first two quarters.

We owe no additional. I am going on and
remit the remaining two quarters. Please check
your accounting please. The contract the City
signed was for 18,500.00

Invoice Total

7,750.00

SERVING BOONE, CAMPBELL, CARROLL, GALLATIN, GRANT, KENTON, OWEN, PENDLETON COUNTIES



PENDLETON COUNTY SCOPE OF WORK FY 2010

FOLLOWING ARE PROJECTS THE PENDLETON COUNTY COMMUNITY DEVELOPMENT
OFFICE HAS EITHER PRIMARY OR SUPPORTIVE ADMINISTRATIVE RESPONSIBILITY
FOR IN FY - 2010.

PENDLETON:

- Northern Pendleton Regional Waste Water Treatment Plant: \$ 1,025,000 KIA HB 608 Grant,
- Pendleton and East Pendleton Water Lines: \$ 450,000 KIA HB 608 Grant,
- East Pendleton Water Lines: \$ 349,731 CDBG - R Stimulus Grant,
- Cedar Line Nature Trail and South Fork Nature Trail: \$ 38,267 National Recreational Trail Grant,
- Lake Williams Expansion Project Army Corp Permit Process: \$ 548,378 KIA 2020 Grant,
- Lake Williams Expansion Project Army Corp Permit Process: \$ 100,000 KIA HB 380 Grant,
- Pendleton/Grant/Williamstown Generator's Purchase: \$ 500,000 State Hazard mitigation Grant,
- Pendleton/Grant/Williamstown Generator's Purchase: \$ 125,000 State Flood Control Matching Grant,

FALMOUTH:

- High School Sewer Spur: \$ 338,000 KIA Stimulus Funding,

BUTLER:

- Butler Sewer Extension for Lock Road: \$ 48,000 KIA 460N - 2007 Grant,

TOTAL GRANT FUNDING INVOLVED: \$ 3,522,376

- | | |
|--|-----------|
| ▪ Pendleton/Grant Generators/Sirens; FEMA: | \$ 15,000 |
| ▪ Lake; KIA 2020 Grant: | \$ 25,000 |
| ▪ Northern Regional Sewer Plant; KIA HB 608: | \$ 27,000 |
| ▪ East Pendleton; CDBG - R: | \$ 17,000 |

In Re: Approve Ventilator Purchase for Ambulances

Discussion was held regarding purchasing two (2) Ventilators for the ambulances. Squire Wells made a motion to approve this purchase, seconded by Squire Veirs, motion carried.

In Re: Cooperative Agreement Between the PC Recreation Commission and the Fiscal Court

Judge Bertram presented the court with a copy of the Agreement between the Pendleton County Recreation Commission and the Pendleton County Fiscal Court. Squire Wells made a motion to approve the agreement as presented, seconded by Squire Whaley, motion carried.

**COOPERATIVE AGREEMENT
Between the
PENDLETON COUNTY RECREATION COMMISSION
And The
PENDLETON COUNTY FISCAL COURT**

THIS AGREEMENT is made and entered into this day _____ by and between the Pendleton County Recreation Commission, 233 Main Street, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission) and the Pendleton County Fiscal Court, 233 Main Street, Room #4, Falmouth, Kentucky 41040 (hereinto referred to as the Fiscal Court).

In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

The Commission will:

- 1.) Provide recreation programs for the youth in Pendleton County to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Reimburse the Board ½ the salary for a full-time Recreation Director and will pay all of the Fringe Benefits except health insurance.
- 5.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 6.) Plan restrictive fitness programs. (i.e. adults, youth, women, weight reduction or senior citizens).
- 7.) Advertise, promote, and recruit membership for the Fitness Center.
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Establish the fee structure for the use of the Fitness Center.
- 10.) Use ½ of the receipts for the maintenance and the upkeep of the Center and the other ½ for the programs of the Commission.
- 11.) Will work with the Fiscal Court, City of Falmouth, City of Butler, and Pendleton County Schools to develop programs and facilities for the youth and adult in the community.

The Fiscal Court will:

- 1.) Provide ½ salary for the position of Recreation Director (1/2 of salary will be \$21,650 for FY 2009-2010).
- 2.) Provide \$6,000 for office expense, recreation supplies, renewals & repairs, telephone, training & planning, and travel expenses of the Commission.
- 3.) From time to time, provide the use of county equipment to build, maintain, and repair recreation facilities used by the Commission.
- 4.) Reimburse the City of Falmouth for the usage of electric at the Pendleton Athletic Park
- 5.) Provide partial salary for the position of groundskeeper at the Pendleton Athletic Park in the amount of \$3,310 for the FY 2009-2010. The groundskeeper salary will be based upon yearly increases from the Fiscal Court.
- 6.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget). Each and every expenditure over \$300.00 must have fiscal court approval.

Pendleton Co. Recreation Commission	(Date)	Pendleton Co. Board of Education	(Date)
County Fiscal Court	(Date)	City of Falmouth	Pendleton (Date)

COOPERATIVE AGREEMENT
Between the
PENDLETON COUNTY RECREATION COMMISSION
And The
PENDLETON COUNTY BOARD OF EDUCATION

THIS AGREEMENT is made and entered into this day _____ by and between the Pendleton County Recreation Commission, 233 Main Street, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission) and the Pendleton County Board of Education, 2525 Hwy. 27 N, Falmouth, Kentucky 41040 (hereinto referred to as the Board). In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

The Commission will:

- 1.) Provide recreation programs for the students enrolled in the Pendleton County Schools to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Reimburse the Board ½ the salary for a full-time Recreation Director and will pay all of the Fringe Benefits except health insurance.
- 5.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 6.) Plan restrictive fitness programs. (i.e. adults, youth, women, weight reduction or senior citizens).
- 7.) Advertise, promote, and recruit membership for the Fitness Center.
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Establish the fee structure for the use of the Fitness Center.
- 10.) Use ¼ of the receipts for the maintenance and the upkeep of the Center and the other ¾ for the programs of the Commission.

The Board will:

- 1.) Provide ½ salary for the position of Recreation Director (1/2 of salary will be \$21,145.36 for FY 2009-2010).
- 2.) Provide financial accounting for the position of Recreation Director.
- 3.) Provide the use of the Griffin Fitness Center daily between the hours of 5:00 p.m. and 9:00 p.m. Monday through Friday evenings, Saturday mornings from 8:00 a.m. through 11:00 a.m.
- 4.) Provide room #508 in Pendleton Count High School exclusive use of the Commission as an office.
- 5.) Provide school facilities for the use of the Commission to provide programs on a mutually agreed upon schedule.
- 6.) Change the locks on the Griffin Fitness Center to provide security to the facility.
- 7.) Provide partial salary for the position of groundskeeper at the Pendleton Athletic Park in the amount of \$6,594.29 for the FY 2009-2010. The groundskeeper salary will be based upon yearly increases given by the Pendleton Co. Board of Education.
- 8.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget). Each and every expenditure over \$300.00 must have board approval.

_____ Pendleton Co. Recreation Commission	(Date)	_____ Pendleton Co. Board of Education	(Date)
_____ Pendleton Co. Fiscal Court	(Date)	_____ City of Falmouth	(Date)

COOPERATIVE AGREEMENT
Between the
PENDLETON COUNTY RECREATION COMMISSION
And The
City of Falmouth

THIS AGREEMENT is made and entered into this day _____ by and between the Pendleton County Recreation Commission, 233 Main Street, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission) and City of Falmouth, 230 Main Street, Falmouth, Kentucky 41040 (hereinto referred to as the City). In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

The Commission will:

- 1.) Provide recreation programs for the residents of the City of Falmouth to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Reimburse the Board ½ the salary for a full-time Recreation Director and will pay all of the Fringe Benefits except health insurance.
- 5.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 6.) Plan restrictive fitness programs. (i.e. adults, youth, women, weight reduction or senior citizens).
- 7.) Advertise, promote, and recruit membership for the Fitness Center.
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Establish the fee structure for the use of the Fitness Center.
- 10.) Use ½ of the receipts for the maintenance and the upkeep of the Center and the other ½ for the programs of the Commission.

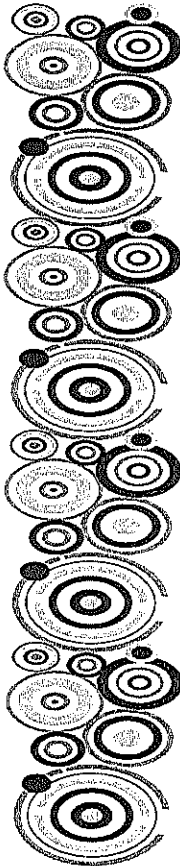
The City will:

- 1.) Provide partial salary for the position of groundskeeper (\$3,090.00 for the FY 2009-2010) of the Pendleton Athletic Park and to provide, on a yearly basis, a salary increase equal to the percentages of increase given all other city employees.
- 2.) Provide electricity to the Pendleton County Athletic Park (only) at a cost of 3 cents per kilowatt to be paid by the Pendleton County Fiscal Court.
- 3.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget) (each and every expenditure over \$300.00 Must have council approval).

_____ (Date)		_____ (Date)	
_____ (Pendleton County Recreation Commission)		_____ (Pendleton County Board of Education)	
_____ (Date)		_____ (Date)	
_____ (City of Falmouth)		_____ (Pendleton County Fiscal Court)	

In Re: Appointment to the Recreation Commission

Judge Bertram presented the court with a letter from Missy Osborne, Pendleton County Recreation Director, requesting that Mr. Shawn Littleton be appointed to the Pendleton County Recreation Commission. Squire Veirs made a motion to appoint Mr. Littleton to the Commission, seconded by Squire Wells, motion carried.



Pendleton County Recreation Commission
233 Main Street
Room #4
Falmouth, Kentucky 41040

August 10, 2009

RE: Recommendation to Pendleton Co. Recreation Board

Judge Bertram,

Mr. Shawn Littleton has expressed an interest in becoming a member of the Pendleton County Recreation Commission.

Over the past few years, Mr. Littleton has become involved as a volunteer with the organization. He has volunteered as a coach, lent a hand in planning and organizing the yearly tractor pulls and has provided different ideas that the Commission could add to their list of activities to provide to the community.

I believe that Shawn would be a good addition to the Recreation Board.

Cordially Yours,

Missy Osborne
Pendleton County Recreation Director

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Whaley made a motion, seconded by Squire Wells that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT
TUESDAY AUGUST 25, 2009
7:00 PM
COURT ORDER TRANSFERS**

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5010-307	Co. Clerk Audit Services	\$ 185.00
01-5047-569	Tax Administrator Regis, Conf & Training	\$ 115.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-441	Machinery & Equipment	\$36,566.00
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INTERFUND TRANSFERS

Transfer from General Fund to Ambulance Fund for Operations	\$75,000.00
Transfer from General Fund to HRA Fund for Operations	\$ 1,944.36
Transfer from Road Fund to HRA Fund for Operations	\$ 216.04
Transfer from 911 Fund to HRA Fund for Operations	\$ 432.08

Henry W. Bertram
Pendleton County Judge/Executive

Date: _____

Vicky J. King
Fiscal Court Clerk

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. A motion was made by Squire Veirs, seconded by Squire Fogle, that the following claims be allowed and ordered paid out of the following funds, motion carried.

**Pendleton County Fiscal Court
Voucher Claims Register**

General Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5111	Vendor KYLIBRARY	KENTUCKY TRANSPORTATION CENTER LIBRARY		Voucher Date	08/25/2009
02-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	09-021	668686	KY TRANSPORTATION DIRECTORIES	30.00
		Printed On Check 011785			Voucher Totals	30.00
Voucher No.	02-5112	Vendor MODERN LEA	MODERN LEASING		Voucher Date	08/25/2009
02-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739564558	668654	COPIER LEASE JUDGES OFFICE	569.42
		Printed On Check 011786			Voucher Totals	569.42
Voucher No.	02-5113	Vendor BUNNIES	THERESA PEOPLES / BUNNIES "N" SUCH		Voucher Date	08/25/2009
02-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	255	668611	SCHOOL APPRECIATION BREAKFAST ITEMS	48.00
		Printed On Check 011797			Voucher Totals	48.00
Voucher No.	02-5114	Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date	08/25/2009
02-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	483284883001-	668508	OFFICE SUPPLIES JUDGES OFFICE	96.36
02-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	483582004001-2004001	668530	OFFICE SUPPLIES JUDGES OFFICE	93.82
		Printed On Check 011798			Voucher Totals	189.98
Voucher No.	02-5115	Vendor AUDITOR	KENTUCKY STATE TREASURER		Voucher Date	08/25/2009
02-0125	01-5010-307-	CO. CLERK AUDIT SERVICES	3653	668634	CLERK FEE AUDIT YR END 12/2008	3,683.54
		Printed On Check 011799			Voucher Totals	3,683.54
Voucher No.	02-5116	Vendor ST.ELIZBUS	ST. ELIZABETH BUSINESS HEALTH CENTER		Voucher Date	08/25/2009
02-0125	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES	290535	668610	RANDOM DRUG SCREEN J. SCHLUETER	55.50
		Printed On Check 011800			Voucher Totals	55.50
Voucher No.	02-5117	Vendor HAMPTONINN	HAMPTON INN SOUTH		Voucher Date	08/25/2009
02-0125	01-5047-568-	TAX ADMINISTRATOR RECIS.CONF&TRAINING		668620	KOLA CONFERENCE - LODGING SEPT. 9-10	135.40
		Printed On Check 011801			Voucher Totals	135.40
Voucher No.	02-5118	Vendor STRAUSS	STRAUSS & TROY		Voucher Date	08/25/2009
02-0125	01-5070-398-	PLANNING - COMPREHENSIVE	6900556	668632	LEGAL SERVICES	385.00
		Printed On Check 011802			Voucher Totals	385.00
Voucher No.	02-5119	Vendor BRIANTHOMP	BRIAN THOMPSON		Voucher Date	08/25/2009
02-0125	01-5070-445-	P & Z OFFICE SUPPLIES		668646	REIMBURSEMENT FOR AMERICAN PLANNING ASSOC. BOOK	88.90
		Printed On Check 011803			Voucher Totals	88.90
Voucher No.	02-5120	Vendor APA	AMERICAN PLANNING ASSOCIATION		Voucher Date	08/25/2009
02-0125	01-5070-551-	P & Z MEMBERSHIPS		668655	APA MEMBERSHIP	180.00
		Printed On Check 011804			Voucher Totals	180.00
Voucher No.	02-5121	Vendor DOUGLAS BE	DOUGLAS BECKHAM		Voucher Date	08/25/2009
02-0125	01-5070-574-	P & Z TRAINING		668647	2 HOURS TRAINING P & Z @ \$25 HR	50.00
		Printed On Check 011805			Voucher Totals	50.00

Page No 1

**Pendleton County Fiscal Court
Voucher Claims Register**

General Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5122	Vendor INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY		Voucher Date	08/25/2009
02-0125	01-5070-578-	P & Z UTILITIES		668622	SEPTEMBER P&Z UTILITIES	100.00
		Printed On Check 011806			Voucher Totals	100.00
Voucher No.	02-5123	Vendor CARROT-TOP	CARROT-TOP INDUSTRIES INC.		Voucher Date	08/25/2009
02-0125	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	566206	668607	FLAGGS FOR COURTHOUSE YARD	125.89
		Printed On Check 011807			Voucher Totals	125.89
Voucher No.	02-5124	Vendor LATONIA	LATONIA BLACKTOP SERVICE, LLC		Voucher Date	08/25/2009
02-0125	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	903	668619	BLACKTOP DRIVEWAY AT WATERTOWER HWY 177	1,500.00
		Printed On Check 011808			Voucher Totals	1,500.00
Voucher No.	02-5125	Vendor PIONEERPRO	PIONEER PRODUCTS, INC.		Voucher Date	08/25/2009
02-0125	01-5205-402-	KENNEL SUPPLIES & EQUIPMENT DONATIONS SI-52491,492,493,494		213805	8 GALLON - ODOR COUNTERACTANT	454.31
		Printed On Check 011809			Voucher Totals	454.31
Voucher No.	02-5126	Vendor RECREATION	COMMUNITY RECREATION COMMISSION		Voucher Date	08/25/2009
02-0125	01-5405-107-	RECREATION - SUPER / DIRECTOR		668657	1/2 SALARY RECREATION DIRECTOR JULY	1,803.82
		Printed On Check 011810			Voucher Totals	1,803.82
Voucher No.	02-5127	Vendor LIMESTONEF	LIMESTONE FARM LAWN WORKSITE		Voucher Date	08/25/2009
02-0125	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		668661	POWER TRIMMER, OIL CUTTING LINE	404.42
		Printed On Check 011811			Voucher Totals	404.42
Voucher No.	02-5128	Vendor SEAN MADER	SEAN MADER		Voucher Date	08/25/2009
02-0125	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		668662	TRAIL WORK \$10 HR RATE, WEEDEATING, TREE TRIM, ETC	210.00
		Printed On Check 011812			Voucher Totals	210.00
Voucher No.	02-5129	Vendor PATRICKJOH	PATRICK JOHNSON		Voucher Date	08/25/2009
02-0125	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		668663	TRAIL WORK-WEEDEATING, TREE TRIM	110.00
		Printed On Check 011813			Voucher Totals	110.00
Voucher No.	02-5130	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA		Voucher Date	08/25/2009
02-0125	01-7700-606-	INTEREST ON LEASE - COLT		668652	WATER DISTRICT LEASE PAYMENT #149	313.52
		Printed On Check 011814			Voucher Totals	313.52
Voucher No.	02-5158	Vendor BOBFOGLE	BOBBY FOGLE		Voucher Date	08/25/2009
02-0125	01-6025-569-	REGISTRATION/CONFERENCES		668870	102 MILES TO LEXINGTON FOR TRAINING	42.84
		Printed On Check 011815			Voucher Totals	42.84
21 Vouchers Printed Totalling						10,480.54

Page No 2

Pendleton County Fiscal Court Voucher Claims Register

Road Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5131	Vendor	HILLTOP	HILLTOP STONE LLC	Voucher Date	08/25/2009
02-0225	02-6105-409-	CRUSHED STONE & GRAVEL	856387	666557	9.86 TON 304 LIMESTONE - 177' WATER TOWER	81.84
		Printed On Check 005841			Voucher Totals	81.84
Voucher No.	02-5132	Vendor	NO TOOL	NORTHERN TOOL & EQUIPMENT	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS	20345211	268192	ROAD MATERIALS	47.98
		Printed On Check 005842			Voucher Totals	47.98
Voucher No.	02-5133	Vendor	TRUCK & TR	TRUCK AND TRAILER SUPPLY	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS	KK139707,139708	668555	SPLINE SLACK ADJUSTER & 12QTS FUEL CONDITIONER	193.90
		Printed On Check 005843			Voucher Totals	193.90
Voucher No.	02-5134	Vendor	HOLT	HOLT EQUIPMENT COMPANY, LLC	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS	6330354	268193	BRAKE SPRING FOR LOADER	16.53
02-0225	02-6105-447-	ROAD MATERIALS	6330430	668567	BUCKET TEETH, TEETH PINS, FREIGHT	56.90
		Printed On Check 005844			Voucher Totals	73.43
Voucher No.	02-5135	Vendor	BISHOP	ERNIE BISHOP	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS	320	668566	CLEAN CREEK DAVIS ROAD, BRIDGE REPAIR	750.00
		Printed On Check 005845			Voucher Totals	750.00
Voucher No.	02-5136	Vendor	ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS	255039	668572	CONCRETE WORK ON HAYS STATION	4,500.00
02-0225	02-6105-447-	ROAD MATERIALS	255038	668571	CONCRETE WORK ON DAVIS ROAD	2,750.00
		Printed On Check 005846			Voucher Totals	7,250.00
Voucher No.	02-5137	Vendor	H&MTRUCK	HOWARD PYLES	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS		668562	DISMOUNT & PATCH TRACTOR TUBE	15.00
		Printed On Check 005847			Voucher Totals	15.00
Voucher No.	02-5138	Vendor	RIVER TRAC	RIVERSIDE TRACTOR & EQUIPMENT LLC	Voucher Date	08/25/2009
02-0225	02-6105-447-	ROAD MATERIALS	124363	668552	PARTS FOR FORD TRACTOR	118.57
		Printed On Check 005848			Voucher Totals	118.57
Voucher No.	02-5139	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA	Voucher Date	08/25/2009
02-0225	02-7700-606-	INTEREST ON TRUCK LEASE	15	668651	DUMP TRUCK INTEREST LEASE PAYMENT #15	334.91
		Printed On Check 005849			Voucher Totals	334.91
9 Vouchers Printed Totalling						8,665.73

Page No 1

Pendleton County Fiscal Court Voucher Claims Register

Jail Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5140	Vendor	ST.ELIZBUS	ST. ELIZABETH BUSINESS HEALTH CENTER	Voucher Date	08/25/2009
02-0325	03-5101-445-	OFFICE SUPPLIES	266535	668608	DRUG SCREEN R. GENTRY	40.00
		Printed On Check 004837			Voucher Totals	40.00
Voucher No.	02-5141	Vendor	ROYTAILORU	ROY TAILOR UNIFORM	Voucher Date	08/25/2009
02-0325	03-5101-481-	STAFF UNIFORMS	398992	214001	STAFF UNIFORMS	225.00
		Printed On Check 004938			Voucher Totals	225.00
Voucher No.	02-5142	Vendor	BURLPHARMA	BURLINGTON PHARMACY	Voucher Date	08/25/2009
02-0325	03-5101-549-	ROUTINE MEDICAL		214011	INMATE D. GABBARD MEDS 7/29/2009	10.49
		Printed On Check 004939			Voucher Totals	10.49
Voucher No.	02-5143	Vendor	JUVENILES	KENTUCKY STATE TREASURER	Voucher Date	08/25/2009
02-0325	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIE		214009	NOV. - DEC. 2008 JUVENILE HOUSING 17 DAYS @94.00	1,598.00
		Printed On Check 004940			Voucher Totals	1,598.00
Voucher No.	02-5144	Vendor	KEN KELLS	KEN KELLS	Voucher Date	08/25/2009
02-0325	03-9100-589-	STAFF TRAINING		214010	REIMBURSEMENT FOR TRAVELING EXPENSES	25.44
		Printed On Check 004941			Voucher Totals	25.44
5 Vouchers Printed Totalling						1,898.93

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5145	Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date	08/25/2009
02-0425	04-5135-445-	OFFICE SUPPLIES	482473985001	274305	OFFICE SUPPLIES	58.71
		Printed On Check 001229			Voucher Totals	58.71
1 Vouchers Printed Totalling						58.71

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5146	Vendor PEND EMS	PENDLETON COUNTY EMS, INC		Voucher Date	08/25/2009
02-0925	09-5140-303-	AMBULANCE SERVICE	088856	SEPTEMBER AMBULANCE SERVICE CONTRACT		49,083.33
		Printed On Check 001248			Voucher Totals	49,083.33
Voucher No.	02-5147	Vendor TRISTLAUND	TRI-STATE HEALTH CARE LAUNDRY		Voucher Date	08/25/2009
02-0925	09-5140-330-	LAUNDRY SERVICE	73109-711	274271	LAUNDRY PROCESSING COST	231.25
		Printed On Check 001249			Voucher Totals	231.25
Voucher No.	02-5148	Vendor PHYSIC	PHYSIO-CONTROL, INC		Voucher Date	08/25/2009
02-0925	09-5140-441-	MACHINERY & EQUIPMENT	PH632639	668507	2 LIFE MONITORS	36,566.32
		Printed On Check 001250			Voucher Totals	36,566.32
Voucher No.	02-5149	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		Voucher Date	08/25/2009
02-0925	09-5140-550-	MEDICAL SUPPLIES	1425445	274274	OXYGEN	349.58
		Printed On Check 001261			Voucher Totals	349.58
Voucher No.	02-5150	Vendor POST OFFIC	U S POST OFFICE		Voucher Date	08/25/2009
02-0825	09-5140-563-	POSTAGE COSTS		274275	STAMPS - ROLLS	88.00
		Printed On Check 001252			Voucher Totals	88.00
Voucher No.	02-5151	Vendor FALMOUTH	CITY OF FALMOUTH		Voucher Date	08/25/2009
02-0925	09-5140-578-	UTILITIES	588858	DEPOSIT ON ELECTRIC & GARBAGE 215 N LIBERTY APT 5		200.00
		Printed On Check 001253			Voucher Totals	200.00
Voucher No.	02-5152	Vendor NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date	08/25/2009
02-0925	09-5140-582-	MAINTENANCE & REPAIRS - VEHICLES	17704	274273	TIRE -MOUNT & BALANCE	225.00
02-0925	09-5140-582-	MAINTENANCE & REPAIRS - VEHICLES	17638	274270	OIL CHANGE 2007	63.00
02-0925	09-5140-582-	MAINTENANCE & REPAIRS - VEHICLES	17670	274269	REPLACE BRAKE PADS	245.00
		Printed On Check 001254			Voucher Totals	533.00
7 Vouchers Printed Totalling						87,051.48

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 08/25/2009 To: 08/25/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor L.R.F L.R. FAULKNER						
Voucher No.	02-5153				Voucher Date	08/25/2009
02-7525	75-5145-324-	SUITABILITY SCREENER & POLYGRAPH		688617	REIMBURSEMENT FOR MILEAGE FOR SCREENER	137.76
		Printed On Check 001918			Voucher Totals	137.76
Vendor CRIMINALJU KENTUCKY STATE TREASURER						
Voucher No.	02-5154				Voucher Date	08/25/2009
02-7525	75-5145-324-	SUITABILITY SCREENER & POLYGRAPH		274352	SUITABILITY SCREENER, POLYGRAPH & SCREEN A.GOSNEY	181.00
		Printed On Check 001919			Voucher Totals	181.00
Vendor MODERN LEA MODERN LEASING						
Voucher No.	02-5155				Voucher Date	08/25/2009
02-7525	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	6730564557	668853	COPIER LEASE DISPATCH	299.08
		Printed On Check 001820			Voucher Totals	299.08
Vendor INTERACT INTERACT SYSTEMS						
Voucher No.	02-5156				Voucher Date	08/25/2009
02-7525	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	MCD03590	274353	ANNUAL MAINTENANCE ON CAD/GIS 10/1/09-9/30/2010	12,475.00
		Printed On Check 001821			Voucher Totals	12,475.00
Vendor MOBIL.COM MOBILCOMM INC						
Voucher No.	02-5157				Voucher Date	08/25/2009
02-7525	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	731045	274351	JULY MAINTENANCE CONTRACT DISPATCH	460.38
		Printed On Check 001922			Voucher Totals	460.38
5 Vouchers Printed Totalling						13,553.22

Page No 1

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned, to meet again in regular session on September 8, 2009, subject to any called meetings, motion carried.

Henry W. Bertram

ATTEST: _____
Pendleton County Fiscal Court Clerk